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GRANT GILLESPIE
EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES

DELBERT H. SINGLETON, JR.
DIVISION DIRECTOR
(803) 734-8018

JOHN ST. C. WHITE
MATERIALS MANAGEMENT OFFICE
(803) 737-0600
FAX: (803) 737-0639

Protest Decision

Matter of: Consensus Construction & Consulting, Inc.
Case No.: 2018-006
Posting Date: April 6, 2018
Contracting Entity: South Carolina Governor's School for the Arts and Humanities
Project No.: H63-9516-MJ
Description: SCGSAH Music Building Addition

DIGEST

Protest challenging agency's determination of non-responsiveness, based on protester's failure to provide the terms and conditions of bid bond, is denied. A copy of the protest letter is attached. [Exhibit A]

AUTHORITY

The Chief Procurement Officer for Construction (CPOC) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210(4). This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

In this solicitation the Governor's School for the Arts and Humanities (GSAH) seeks a contract for constructing an addition to its Music Building (the Project). GSAH solicited bids for the project on February 8, 2018. [Exhibit B] Pursuant to S.C. Code Ann. § 11-35-3030(1)(a) and Regulation 19-445.2145(C)(1), the advertisement for bids put bidders on notice that bid security in an amount not less than 5% of their base bid amount was required. *Id.* Section 4.2 of the Instruction to Bidders further provided that the bid security had to be either in the form of a certified cashier's check or a bid bond written on AIA Document A310, and had to be included with the bid. [Exhibit C] The correct form of AIA Document A310 bidders were required to use was included in the solicitation documents. [Exhibit D] Finally, Section 2 of the bid form included in the solicitation documents notified bidders that bid security was required and provided check boxes for bidders to identify the form of the security they were providing. [Exhibit E] By the deadline for submission of bids, GSAH received four bids. [Exhibit F] Consensus Construction & Consulting, Inc. (Consensus) submitted the lowest bid. *Id.* However, GSAH determined Consensus's bid to be non-responsive for failure to provide bid bond security.

Id. Consensus did include with its bid a signature page for a bid bond, a Power of Attorney for the Surety but not any terms and conditions nor a penal amount. [Exhibit G] Later that same day, Consensus submitted a complete copy of its bid bond to the agency Project coordinator, Project architect, and others at GSAH via email. [Exhibit A] Consensus also delivered the missing bond page to GSAH via FedEx the following day. *Id.* GSAH did not consider this supplemental information in making its determination of responsiveness.

On March 23, 2018, GSAH posted a notice of intent to award a contract to Clayton Construction, Inc., the third lowest bidder.¹ [Exhibit H] On March 29, 2018, the CPOC received Consensus's protest of GSAH's intent to award.

DISCUSSION

The following provisions of law, regulation, the Manual for Planning and Execution of State Permanent Improvements - Part II, and the solicitation are applicable to this protest:

S.C. Code Ann. §11-35-3030. Bond and security.

(1) Bid Security.

(a) Requirement for Bid Security. Bid security is required for all competitive sealed bidding for construction contracts in a design-bid-build procurement in excess of fifty thousand dollars and other contracts as may be prescribed by the State Engineer's Office. Bid security is a bond provided by a surety company meeting the criteria established by the regulations of the board or otherwise supplied in a form that may be established by regulation of the board.

(b) Amount of Bid Security. Bid security must be in an amount equal to at least five percent of the amount of the bid at a minimum.

(c) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for bids requires security, **noncompliance requires that the bid be rejected except that a bidder who fails to provide bid security in the proper amount or a bid bond with the proper rating must be given one working day from bid opening to cure the deficiencies.** If the bidder is unable to cure these deficiencies within one working day of bid opening, his bid must be rejected.

[emphasis supplied]

¹ GSAH found the second lowest bidder to be non-responsible, because it listed on its bid an HVAC subcontractor with a group 4 license rather than a group 5 unlimited license. An entity with a group 4 AC license is limited to AC work not exceeding \$200,000 in value. Under established precedent (*Appeal by Cannon Construction Company, Inc.*, Panel Case No. 2012-4), GSAH referred to the project architect/engineer's estimate to determine that the AC work required a group 5 unlimited license. The second lowest bidder did not protest that determination. Though not an issue in this dispute, subsequent to award, GSAH observed that the subcontractor Consensus listed for this work likewise failed to possess a group 5 AC license.

Regulation 19-445.2145(C) Bonds and Security

(1) Bid Security. Bid Security shall be a certified cashier's check or a bond, in a form to be specified in the Manual for Planning and Execution of State Permanent Improvements - Part II...

Manual for Planning and Execution of State Permanent Improvements - Part II

6.9 IMMEDIATELY AFTER BID OPENING After the bid opening, but before posting of the SE-370, the Agency needs to verify the following:

6.9.1 The bid security, in the form of AIA A310, is at least 5% of the base bid and accompanied by a signed power of attorney.

South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A701-1997

§ 4.2 BID SECURITY

§ 4.2.1 If required by the Invitation for Bids, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bid bond shall:

.3 Be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

Pursuant to the foregoing, Consensus was required to submit a bid bond with the terms and conditions set forth on AIA Document A310 as published in the solicitation documents. Moreover, the bond was to be written with a penal amount of 5% of Consensus's bid amount.

Consensus submitted with its bid a signed signature page for a bid bond, a power of attorney for Philadelphia Indemnity Insurance Company, and AIA Document D401 – 2003, Certification of Document's Authenticity. [Exhibit G] The bottom of both the signature page and AIA Document D401, user notes (included in fine print under an AIA copyright statement) state, "16230 – SCGSAH Music Building Addition – A310." The copyright statement of the signature page also indicates that it is a signature page from AIA Document A310. Consensus **did not** include a page containing the terms and conditions or penal amount of the bond. Nonetheless, Consensus argues that the documents it did submit are by themselves sufficient to establish a bid bond meeting both the requirements of the solicitation and State law. In other words, Consensus argues these documents are sufficient to establish the intended terms and conditions of the bond. However, Consensus acknowledges that these pages are not sufficient to establish the penal amount of the bond but asserts that pursuant to S.C. Code Ann. §11-35-3030(1)(c), GSAH should have allowed Consensus one working day to cure this defect. Consensus further asserts that it did in fact cure this defect by supplying the first page of the bid bond the day of the bid opening by email and the following day via delivery by Federal Express.

Contrary to Consensus' arguments, the documents submitted with its bid do not establish that Consensus' bid bond complied with all requirements of law, regulation, the Manual, and the solicitation documents. The only things the State can conclude from these documents is that Consensus and its surety used the same signature page as that included in the solicitation documents and that the surety was Philadelphia Indemnity Insurance Company. The documents included with the bid are completely silent regarding the terms and conditions of a bond. Consensus would have the state assume using only the copyright statement and user notes on the signature page that the missing terms and conditions are identical to those required by the solicitation. However, the copyright statement and notes provide no assurance that this is the case. They in fact tell us nothing about the missing information. Even assuming the missing page was based on AIA Document A310 there was no way to know whether Consensus and its surety modified those terms and conditions absent actually receiving those terms and conditions. Nor do the documents establish any bid bond penal amount, correct or otherwise. In short, Consensus failed to submit bid security meeting the requirements of the S.C. Code Ann. §11-35-3030(1)(a) & (b), Regulation 19-445.2145(C)(1), the Manual Part 6.9, and the Instructions to Bidders.

Section 11-35-3030(1)(c) only provides limited opportunity to cure defects in bid security after bid opening. One is failure to provide security in the proper amount. Here, Consensus failed to provide security in any amount, a failure which cannot be cured. The other is the surety rating and financial strength, something not at issue in this dispute. Section 11-35-3030(1)(c) simply does not allow a bidder to cure its failure to provide any bid security as Consensus failed to do here.

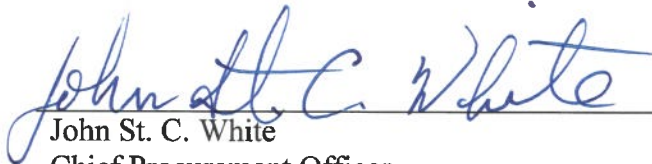
Even if one were to accept Consensus' argument that it provided bid security, the security was inadequate because it lacked terms and conditions, a defect that may not be cured after bid opening. In *Protest of Accent Contracting, Inc.*, Panel Case No. 2002-2, the Procurement Review Panel addressed the issue of a bidder offering the State a deficient bid bond. In that case, the protestant submitted a bid bond on Department of Transportation bid bond form 674, which is

April 6, 2018

applicable to bids for road construction contracts, instead of form SE-335 required by the IFB. The Panel determined that the bid bond submitted by the protestant met the requirements regarding the amount (5%), surety rating, and financial strength, but it determined that **the bid bond was deficient** in other requirements of the SE-335, **primarily the terms of coverage**. The Panel denied the protest writing, "South Carolina Consolidated Procurement Code Section 11-35-3030(1)(c) did not entitle Accent to submit a corrected bid bond because the exceptions set forth therein are not applicable to the facts of this case." The Panel's reasoning in *Accent* is applicable to this case where Consensus did not submit any terms and conditions of coverage. Such failure is not curable under S.C. Code Ann. §11-35-3030(1)(c).

DECISION

For the forgoing reasons, protest denied.



John St. C. White
Chief Procurement Officer
For Construction


Date

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2017)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 111.1 of the 2016 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

1. What is your/your company's monthly income? _____

2. What are your/your company's monthly expenses? _____

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____

Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

Exhibit A

From: [Tiffany Kelsey](#)
To: [Protest-OSE](#)
Subject: SCGSAH Music Building Addition - Project #: H63-9516-MJ - Consensus Construction & Consulting, Inc. Bid Protest
Date: Thursday, March 29, 2018 2:34:31 PM
Attachments: [Bid Protest Letter \(2\).pdf](#)

Good afternoon,

Please see the attached letter from Dunn Hollingsworth on behalf of Consensus Construction in regard to the SCGSAH Music Building Addition bid. Please let me know if you have any questions.

Thank you.

Tiffany Kelsey

Paralegal to Dunn D. Hollingsworth

Robertson Hollingsworth Manos & Rahn

550 King Street, Suite 300

Charleston, SC 29403

Website: www.roblaw.net

Phone: (843) 723-6470

Fax: (843) 853-9045

Email: tiffany.kelsey@roblaw.net

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**ROBERTSON HOLLINGSWORTH
MANOS & RAHN, LLC**
ATTORNEYS AT LAW

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CHARLESTON, SOUTH CAROLINA 29403

(843) 723-6470 • Fax (843) 853-9045

Email: info@roblaw.net

www.roblaw.net

Dunn D. Hollingsworth
Theodore L. Manos
Paul R. Rahn
Michael E. Wright
S. Wallace Carnwath, III (SC, NC)
Rose Beth G. Smith
Jillian S. Barton

March 29, 2018

Via Electronic (protest-ose@mmo.sc.gov) and U.S. Mail

Chief Procurement Officer for Construction
Office of State Engineer
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Re: BID PROTEST

My Client: Consensus Construction & Consulting, Inc.

Project: SCGSAH Music Building Addition

Project #: H63-9516-MJ

Dear Sir/Madam:

I am general counsel for Consensus Construction & Consulting, Inc. ("Consensus").

Please allow this letter to serve as Consensus' formal protest of the attached Notice of Intent to Award (Exhibit "A") in connection with the above-referenced Project. The basis of the protest is that Consensus' low bid was erroneously determined to be non-responsive for failing to include the required bid bond. In fact, Consensus' bid included pages 2-4 of the bid bond (Exhibit "B"), and the inadvertent omission of the first page was merely a clerical error. In this situation, and for the reasons set forth below, the finding that Consensus' bid was non-responsive should be reversed and the contract for the Project should be awarded to Consensus as the low bidder:

- It has been asserted that pages 2-4 of the bid bond were not sufficient to constitute the required bid security because those pages cannot be connected or tied to the Project. That assertion is incorrect, as a careful review of the bottom of the second and fourth pages reveals that they included the following direct reference to the Project: "User Notes: 16230 SCGSAH Music Building Addition."
- It has been asserted that pages 2-4 of the bid bond were not sufficient to constitute the required bid security because those pages do not indicate the contents and terms of the bid bond. That assertion is incorrect, as a careful review of the bottom of the second and fourth pages reveals that the bond was written on AIA Form A310 as required.

- It has been asserted that pages 2-4 of the bid bond were not sufficient to constitute the required bid security because those pages do not provide the identity of the surety issuing the bid bond. That assertion is incorrect, as a careful reading of the second page reveals that the document was signed by a representative of Philadelphia Indemnity Insurance Company as the "Surety," and the third page is the fully executed and notarized Power of Attorney on behalf of Philadelphia Indemnity Insurance Company.
- It has been asserted that pages 2-4 of the bid bond were not sufficient to constitute the required bid security because those pages do not include the amount of the bond. That assertion is correct, but South Carolina Code Section 11-35-3030(1)(c) specifically allows a bidder one working day to cure such a defect. Consensus did just that when it submitted the first page of the bid bond showing its amount by email the same day the bids were opened (Exhibit "C") and by Federal Express the following day (Exhibit "D").
- It has been asserted that the decision of the South Carolina Procurement Review Panel in In Re: Protest of Accent Contracting, Inc., SCPD 2002-2 (S.C. Procure.Rev.Panel) (2002) mandates a finding that Consensus' bid was non-responsive. That assertion is incorrect, as the bid in that case was found to be non-responsive because the low bidder's bid package included an incorrect bond form which had materially different contents than the bond form required by the bid documents. In the present case, as indicated above, the pages of the bid bond which were submitted by Consensus refer to the correct bond form. In this situation, the ruling in the above-referenced decision is clearly distinguishable.

In summary, the inadvertent omission of the first page of the bid bond should be viewed as a clerical error, since the pages which were submitted with the bid bond were clearly related to the Project, on the correct bond form, and identified the issuing surety. Furthermore, the absence of the first page setting forth the amount of the bid bond was corrected pursuant to and in compliance with the statutory provisions for doing so. Finally, any reliance on in In Re: Protest of Accent Contracting, Inc., SCPD 2002-2 (S.C. Procure.Rev.Panel) (2002) to find Consensus' bid non-responsive is misplaced, as that decision was based on facts entirely different than those of the present situation.

Based on the foregoing, the owner should accept Consensus low bid for the Project pursuant to Article 5.3 of AIA Form A701 in the Project Manual, which allows the owner to "waive informalities and irregularities in a Bid received and to accept the bid which, in the Owner's judgment, is in the Owner's best interest." It is clear that Consensus' failure to include the first page of the bid bond was a clerical rather than a substantive omission, and it is equally clear that saving \$393,000.00 by entering a contract with Consensus is in the owner's best interest.

Chief Procurement Officer for Construction
March 29, 2018
Page Three

I look forward to hearing from you in connection with this matter at your earliest convenience. With best regards, I am

Sincerely,

A handwritten signature in black ink, appearing to be 'Dunn D. Hollingsworth', written over a horizontal line.

Dunn D. Hollingsworth

DDH:tk
Enclosures
cc: John O'Brien

EXHIBIT

“A”

SE-370

NOTICE OF INTENT TO AWARD

AGENCY: SC Governor's School for the Arts and HumanitiesPROJECT NAME: SCGSAH Music Building AdditionPROJECT NUMBER: H63-9516-MJPOSTING DATE: 3/23/2018**TO ALL BIDDERS:**

Unless stayed by protest or canceled, the Agency intends to enter into a contract as noted below. The successful bid will be accepted and the contract formed by execution of the contract documents. All bid bonds remain in effect for the bid acceptance period as provided in Section 4 of the Bid Form, except as otherwise provided in the Instructions to Bidders.

NAME OF BIDDER: Clayton ConstructionDATE BIDS WERE OPENED: March 8, 2018**BID INFORMATION:**

BASE BID AMOUNT:

\$ 3,768,000.00ALTERNATES: #1 ☐ ACCEPTED ☐ \$ None#2 ☐ ACCEPTED ☐ \$ _____#3 ☐ ACCEPTED ☐ \$ _____

TOTAL AWARD (BASE BID AND ACCEPTED ALTERNATE(S)):

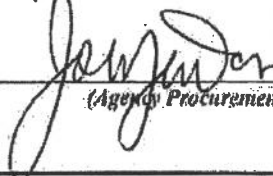
\$ 3,768,000.00**REMARKS** (explain any negotiations that resulted in a change in any Bid amounts): _____

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work prior to (1) delivering to the Agency both certificates of insurance and Performance and Payment Bonds meeting the requirements of the solicitation; and (2) receipt of the Agency's written Notice to Proceed. The State assumes no liability for any expenses incurred by the Contractor prior to issuance of a Notice to Proceed, other than the Contractor's non-reimbursable costs incurred in providing such bonds.

RIGHT TO PROTEST (SC Law Section 11-35-4210)

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may protest within ten (10) days of the date the Notice of Intent to Award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@dmso.sc.gov, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.


(Agency Procurement Officer Signature)

John L. Warner, VP Finance and Administration
(Print or Type Name)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form at the location specified by the Instructions to Bidders and announced at the Bid Opening.
2. Send a copy of this form and the final Bid Tabulation to all responsive Bidders and OSE.

EXHIBIT

“B”

Signed and sealed this ^{March} 8th day of 2018.

Diana M. Beard
(Witness)

Wendy E. Lahm
(Witness) Wendy E. Lahm

Consensus Construction & Consulting, Inc.

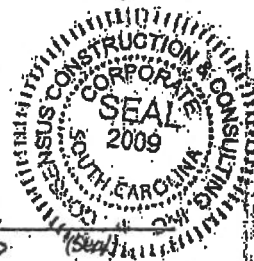
(Contractor) as Principal

John O'Brien
(Title) John O'Brien, President

Philadelphia Indemnity Insurance Company

(Surety)

Angela M. Mount
(Title) Angela M. Mount, Attorney-in-Fact



2610

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bank Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Bradford W. Gibson, Angela M. Young, Debra S. Ritter, D. Pallanza, Raymond J. Garruto, Johnny Snell, H. Thomas Dawkins, Wendy E. Larkin and Robert C. Trasher of A Marsh McLennan Agency, LLC Co of the City of Charlotte in the State of North Carolina its true and lawful Attorney-in-Fact with full authority to execute on its behalf bonds, under recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and on behalf the Company thereof and to do all things which may be required in and about the execution of the same.

This Power of Attorney is granted and is signed and sealed by the Company under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney-in-Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and underwritings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER
RESOLVED:

That the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by the President and any such Power of Attorney so executed and certified by the President and the Attorney(s) shall be valid and binding upon the Company in the future with respect to any bond or underwriting in which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.

(Seal)


Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the foregoing instrument, to me personally known, and being by me duly sworn that he is the duly constituted and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the corporate seal of said Company, and that the said Company and its officers were duly authorized.



(Notary Seal)

Notary Public

residing at:

My commission expires:

Monica K. Karp

Bala Cynwyd, PA

September 25, 2021

I, Edward Sawyer, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors of the Company, adopted on this 14th day of November, 2016, and the Power of Attorney issued pursuant thereto on this 27th day of October, 2017, are true and correct and prevail in full force and effect. I verify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof, I have subscribed my name and affixed the corporate seal of said Company.

(Seal)


Edward Sawyer, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Certification of Document's Authenticity
AIA® Document D401™ - 2003

I, J. Michael Taylor, AIA, Managing Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:05:48 on 11/14/2017 under Order No. 2052032300 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

EXHIBIT

“C”

Tiffany Kelsey

From: Jon Dougherty <doc@consensusconstruction.com>
Sent: Thursday, March 8, 2018 4:17 PM
To: 'jwells@clermson.edu'; 'lcardenas@dp3architects.com'
Cc: Dunn Hollingsworth; John O'Brien; Debbie Demmons; 'martin.pallazza@rutherfordord.com'
Subject: SCGSHA Music Building Addition H63-9516-MJ Bid Proposal Supplement due to a Clerical Error
Attachments: 2018.03.08 SCGSHA Bid Document Supplement .pdf
Importance: High

Ms. Cardenas and Mr. Warner:

By evidence of the attached documents, the bid bond was in place at the time of the bid. Due to a clerical error please supplement our bid proposal with the attached documents. Also this does not affect the substance of the bid. It is in the best interest of the Owner to except the attached supplemental paperwork resulting in an overall savings to the project. If you would like to speak to our Surety Company and/or Attorney, we would happily arrange this as part of the due diligence process. They have also been attached on the email.

Thank you for your time and consideration.

Jon Dougherty | VP of Operations | Consensus Construction and Consulting, Inc
T 843.546.2667 | F 843.546.8186 | M 856.693.9456
4722-A Hwy 17 Bypass S, Myrtle Beach, SC 29588
Doc@consensusconstruction.com

Please consider the environment before printing this e-mail.

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AIA

Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Consensus Construction & Consulting, Inc.
4722 K Highway 17 Bypass South
Myrtle Beach, SC 29588

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-1403

OWNER:

(Name, legal status and address)

South Carolina Governor's School for the Arts and Humanities
15 University Street
Greenville, SC 29601

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT: 25% of the Bid Amount or \$50,000

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address and Project number, if any)

SCSFA Historic Building Addition #1
15 University Street
Greenville, SC 29601
State Project No. H63-9516-M1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract, and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's assent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Tiffany Kelsey

From: Jon Dougherty <doc@consensusconstruction.com>
Sent: Thursday, March 8, 2018 4:18 PM
To: John O'Brien; Debbie Demmons
Subject: Fwd: Delivered: SCGSHA Music Building Addition H63-9516-MJ Bid Proposal Supplement due to a Clerical Error
Attachments: mime-attachment; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: <postmaster@Clemson.onmicrosoft.com>
Date: March 8, 2018 at 4:17:05 PM EST
To: <doc@consensusconstruction.com>
Subject: Delivered: SCGSHA Music Building Addition H63-9516-MJ Bid Proposal Supplement due to a Clerical Error

Your message has been delivered to the following recipients:

JWELLS@exchange.clemson.edu

Subject: SCGSHA Music Building Addition H63-9516-MJ Bid Proposal Supplement due to a Clerical Error

Tiffany Kelsey

From: Jon Dougherty <doc@consensusconstruction.com>
Sent: Thursday, March 8, 2018 4:18 PM
To: John O'Brien; Debbie Demmons
Subject: Fwd: Delivered: SCGSHA Music Building Addition H63-9516-MJ Bid Proposal Supplement due to a Clerical Error
Attachments: mime-attachment; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: <postmaster@dp3architects.com>
Date: March 8, 2018 at 4:16:56 PM EST
To: <doc@consensusconstruction.com>
Subject: Delivered: SCGSHA Music Building Addition H63-9516-MJ Bid Proposal Supplement due to a Clerical Error

Your message has been delivered to the following recipients:

'lcardenas@dp3architects.com' (lcardenas@dp3architects.com)

Subject: SCGSHA Music Building Addition H63-9516-MJ Bid Proposal Supplement due to a Clerical Error

EXHIBIT

“D”



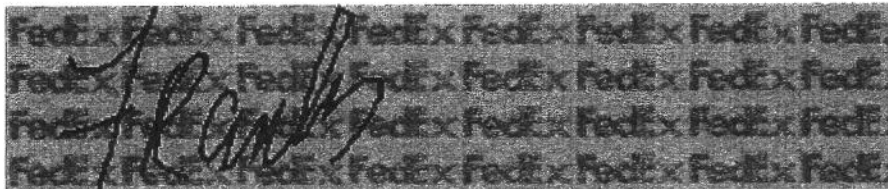
March 9, 2018

Dear Customer:

The following is the proof-of-delivery for tracking number **771758011520**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	F.FRANKS	Delivery location:	15 UNIVERSITY ST GREENVILLE, SC 29601
Service type:	FedEx Priority Overnight	Delivery date:	Mar 9, 2018 10:23
Special Handling:	Deliver Weekday		
	Adult Signature Required		



Shipping Information:

Tracking number:	771758011520	Ship date:	Mar 8, 2018
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Recipient:
John Warner
SCGSAH
15 University Street
GREENVILLE, SC 29601 US

Shipper:
Debbie Demmons
Consensus Construction
4722 A Highway 17 Bypass South
MYRTLE BEACH, SC 29588 US

Thank you for choosing FedEx.



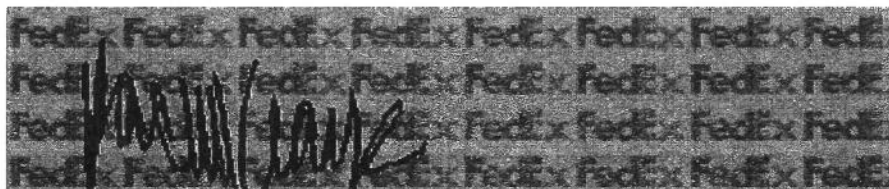
March 9, 2018

Dear Customer:

The following is the proof-of-delivery for tracking number **771757961121**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	P.CLARK	Delivery location:	15 S MAIN ST 400 GREENVILLE, SC 29601
Service type:	FedEx Priority Overnight	Delivery date:	Mar 9, 2018 08:49
Special Handling:	Deliver Weekday		
	Adult Signature Required		



Shipping Information:

Tracking number:	771757961121	Ship date:	Mar 8, 2018
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Recipient:
Loma Cardenas
DP3 Architects
15 South Main Street
Suite 400
GREENVILLE, SC 29601 US

Shipper:
Debbie Demmons
Consensus Construction
4722 A Highway 17 Bypass South
MYRTLE BEACH, SC 29588 US

Thank you for choosing FedEx.

Thursday, February 08, 2018**3****Volume 37, Issue 272**

PRE-BID CONFERENCE: Yes MANDATORY ATTENDANCE: No
PRE-BID DATE: Feb. 15, 2018 TIME: 2:00pm
BID CLOSING DATE: March 1, 2018 TIME: 2:00pm

BID DELIVERY ADDRESSES:

HAND-DELIVERY: Attn: Eddie Richardson
755 Hwy 544, Facilities Bldg. 1
Conway, SC 29526

MAIL SERVICE: Attn: Eddie Richardson
P.O. Box 261954
Conway, SC 29528-6054

AGENCY/OWNER: SOUTH CAROLINA GOVERNOR'S SCHOOL FOR ARTS AND HUMANITIES

PROJECT NAME: SCGSAH Music Building Addition

PROJECT NUMBER: H63-9516-MJ

PROJECT LOCATION: Greenville, SC

DESCRIPTION OF PROJECT/SERVICES: New building on the existing campus consisting of seven practice rooms, a large ensemble room, a large rehearsal room, a percussion room and teaching studios.

BID/SUBMITTAL DUE DATE: 3/8/2018 CONSTRUCTION COST RANGE: \$ 3,000,000 to \$ 3,500,000

PROJECT DELIVERY METHOD: Design-Bid-Build

BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.

PERFORMANCE BOND REQUIRED? Yes PAYMENT BOND REQUIRED? Yes

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM: ARC Document Solutions and Metro Blueprint, Inc.

PLAN DEPOSIT AMOUNT: \$ Cost Of Printing

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

All questions & correspondence concerning this Invitation shall be addressed to the A/E.

A/E NAME: DP3 Architects, Ltd.

A/E CONTACT: Lorna Cardenas, AIA

A/E ADDRESS: Street/PO Box: 15 South Main Street, Suite 400 City: Greenville State: SC ZIP: 29601

EMAIL: lcardenas@dp3architects.com TELEPHONE: 864-232-8200 x 1019

AGENCY PROJECT COORDINATOR: John Wells

ADDRESS: Street/PO Box: 15 University Street City: Greenville State: SC ZIP: 29601

EMAIL: jwells@clermson.edu TELEPHONE: 864-710-8112

PRE-BID CONFERENCE: Yes MANDATORY ATTENDANCE: Yes

PRE-BID DATE: 2/22/2018 TIME: 10:00am PLACE: SCGSAH Visitors Center Conf Rm, 15 University St

BID DUE DATE: See Above TIME: 2:00pm PLACE: SCGSAH Visitors Center Conf Rm, 15 University St

BID DELIVERY ADDRESSES:

HAND-DELIVERY / MAIL

Attn: John Warner
15 University Street
Greenville, SC 29601

Exhibit C

For add alternates to the base bid, Subcontractor(s) listed on page BF-2 of the Bid Form to perform Alternate Work shall be used for both Alternates and Base Bid Work if Alternates are accepted.

§ 4.1.6 Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, Section 7 of the Bid Form sets forth a list of subcontractor specialties for which Bidder is required to identify only those subcontractors Bidder will use to perform the work of each listed specialty. Bidder must follow the Instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 If required by the Invitation for Bids, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bid bond shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty", which company shows a financial strength rating of at least five (5) times the contract price.
- .3 be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

§ 4.2.3 By submitting a bid bond via an electronic bid bond authorization number on the Bid Form and signing the Bid Form, the Bidder certifies that an electronic bid bond has been executed by a Surety meeting the standards required by the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions provided in this Section 4.2.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and performance and payment bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall, unless hand delivered by the Bidder, be addressed to the Owner's designated purchasing office as shown in the Invitation for Bids. The envelope shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail or special delivery service (UPS, Federal Express, etc.), the envelope should be labeled "BID ENCLOSED" on the face thereof. Bidders hand delivering their Bids shall deliver Bids to the place of the Bid Opening as shown in the Invitation for Bids. Whether or not Bidders attend the Bid Opening, they shall give their Bids to the Owner's procurement officer or his/her designee as shown in the Invitation for Bids prior to the time of the Bid Opening.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Init.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

South Carolina Governor's School for the Arts and Humanities
15 University Street
Greenville, SC 29601

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

SCGSAH Music Building Addition
15 University Street
Greenville, SC 29601
State Project No. H63-9516-MJ

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

init.

Signed and sealed this day of ,

	<hr/>	<hr/>
	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
<hr/>	<hr/>	<hr/>
<i>(Witness)</i>	<i>(Title)</i>	
	<hr/>	<hr/>
	<i>(Surety)</i>	<i>(Seal)</i>
<hr/>	<hr/>	<hr/>
<i>(Witness)</i>	<i>(Title)</i>	

Init.

/

SE-330**LUMP SUM BID FORM***Bidders shall submit bids on only Bid Form SE-330.***BID SUBMITTED BY:** Consensus Construction and Consulting, Inc.*(Bidder's Name)***BID SUBMITTED TO:** South Carolina Governor's School for Arts and Humanities*(Owner's Name)***FOR: PROJECT NAME:** SCGSAH Music Building Addition**PROJECT NUMBER:** H63-9516- MJ**OFFER**

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to Section 11-35-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☒ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check

(Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

ADDENDA: ☒ #1 ☒ #2 ☐ #3 ☐ #4 ☐ #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): New building on the existing campus consisting of seven practice rooms, a large ensemble room, a large rehearsal room, a percussion room, and teaching studios.

\$ 3,375,000.00

, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330

LUMP SUM BID FORM

§ 6.2 BID ALTERNATES as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

BIDDER offers for the Agency's consideration and use, the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the CONTRACT SUM for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.	Mass Rock Removal (Blast and Haul Off)	Cu. Yd.	\$ 112.00	\$ 0
2.	Trench Rock (Hammer and Haul Off)	Cu. Yd.	\$ 112.00	\$ 0
3.	Unsatisfactory Soil & Haul Off	Cu. Yd.	\$ 45.00	\$ 0
4.	Backfill with Offsite Borrow	Cu. Yd.	\$ 60.00	\$ 0
5.	Backfill with Crusher Run (Haul In & Place)	Cu. Yd.	\$ 50.00	\$ 0
6.	NA		\$	\$ 0

SE-330

LUMP SUM BID FORM

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(1), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED
(See Instructions on the following page BF-2A)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:

SUBCONTRACTOR CLASSIFICATION By License Classification and/or Subclassification <i>(Completed by Owner)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S NAME <i>(Must be completed by Bidder)</i>	SUBCONTRACTOR'S PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID		
Mechanical (AC)	Stover Mechanical	M111550
Electrical (EL)	Emory Electric	M2475
ALTERNATE #1		
ALTERNATE #2		
ALTERNATE #3		

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

SE-330 LUMP SUM BID FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Owner developed list of contractor/subcontractor specialties by contractor license category and/or subcategory for which bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform the work of each listed specialty..
 - a. **Column A:** The Owner fills out this column, which identifies the contractor/subcontractor specialties for which the bidder must list either a subcontractor or himself as the entity that will perform this work. Subcontractor specialties are identified by contractor license categories or subcategories listed in Title 40 of the South Carolina Code of laws. Abbreviations of classifications to be listed after the specialty can be found at: <http://www.ljr.state.sc.us/POL/Contractors/PDFFiles/CLBClassificationAbbreviations.pdf> . If the owner has not identified a specialty, the bidder does not list a subcontractor.
 - b. **Columns B and C:** In these columns, the Bidder identifies the subcontractors it will use for the work of each specialty listed by the Owner in Column A. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without more may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina Contractor's license with the license classification and/or subclassification identified by the Owner in the first column on the left. The subcontractor license must also be within the appropriate license group for the work of the specialty. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a listed specialty and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert its own name in the space provided for that specialty.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "and". If Bidder intends to use both his own employees to perform a part of the work of a single specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word "and". Bidder must use each entity listed for the work of a single specialty listing in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a specialty listing, in a form that provides the Bidder the option, after bid opening or award, to choose to use one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If bidder intends to use multiple entities to perform the work for a single specialty listing, bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed for that specialty. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If bidder is awarded the contract, bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in the first column on the left will render the Bid non-responsive.

SE-330 LUMP SUM BID FORM

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 330 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 500.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

- a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
- b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.
- c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, included in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

**SE-330
LUMP SUM BID FORM****CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**SC Contractor's License Number(s): G115545; M112448; CM699Classification(s) & Limits: BD5, PB5, AC5 - Unlimited

Subclassification(s) & Limits: _____

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: Consensus Construction and Consulting, Inc.ADDRESS: 4722-A Hwy 17 Bypass South
Myrtle Beach, SC 29588TELEPHONE: (843) 546-2667EMAIL: Bids@ConsensusConstruction.comSIGNATURE:  DATE: 03/08/2018PRINT NAME: John O'BrienTITLE: President

BID TABULATION FORM

DP-3
ARCHITECTS

Exhibit G

Signed and sealed this ^{8th} day of March 2018.



(Witness)



(Witness) Wendy E. Lahm

Consensus Construction & Consulting, Inc.

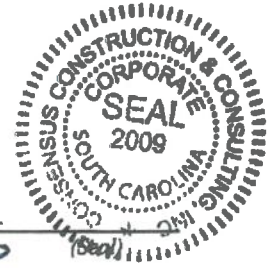
(Contractor as Principal)


(Title) John O'Brien, President

Philadelphia Indemnity Insurance Company

(Surety)


(Title) Angela M. Yount, Attorney-in-Fact



Init.

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User Notes: 16230 - SCGSAH Music Building Addition - A310

(1362392440)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Bradford W. Gibson, Angela M. Yount, Debra S. Ritter, Martin D. Palazzo, Raymond J. Garruto, Jenny Snel, H. Thomas Dawkins, Wendy E. Lahm, and Robert C. Tresher of A Marsh McLennan Agency, LLC Company of the City of Charlotte in the State of North Carolina its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Margaret Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of March, 2018



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, J. Michael Taylor, AIA, Managing Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:05:48 on 11/14/2017 under Order No. 2052032300 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

SE-370

NOTICE OF INTENT TO AWARD**AGENCY:** SC Governor's School for the Arts and Humanities**PROJECT NAME:** SCGSAH Music Building Addition**PROJECT NUMBER:** H63-9516-MJ**POSTING DATE:** 3/23/2018**TO ALL BIDDERS:**

Unless stayed by protest or canceled, the Agency intends to enter into a contract as noted below. The successful bid will be accepted and the contract formed by execution of the contract documents. All bid bonds remain in effect for the bid acceptance period as provided in Section 4 of the Bid Form, except as otherwise provided in the Instructions to Bidders.

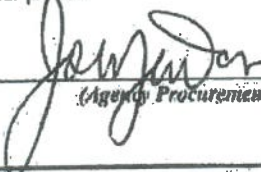
NAME OF BIDDER: Clayton Construction**DATE BIDS WERE OPENED:** March 8, 2018**BID INFORMATION:****BASE BID AMOUNT:**\$ 3,768,000.00**ALTERNATES:**#1 **ACCEPTED** ☐\$ None#2 **ACCEPTED** ☐\$ #3 **ACCEPTED** ☐\$ **TOTAL AWARD (BASE BID AND ACCEPTED ALTERNATE(S)):**\$ 3,768,000.00**REMARKS** (explain any negotiations that resulted in a change in any Bid amounts):

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work prior to (1) delivering to the Agency both certificates of insurance and Performance and Payment Bonds meeting the requirements of the solicitation; and (2) receipt of the Agency's written Notice to Proceed. The State assumes no liability for any expenses incurred by the Contractor prior to issuance of a Notice to Proceed, other than the Contractor's non-reimbursable costs incurred in providing such bonds.

RIGHT TO PROTEST (SC Law Section 11-35-4210)

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may protest within ten (10) days of the date the Notice of Intent to Award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@dnr.sc.gov, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.


(Agency Procurement Officer Signature)

John L. Warner, VP Finance and Administration
(Print or Type Name)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form at the location specified by the Instructions to Bidders and announced at the Bid Opening.
2. Send a copy of this form and the final Bid Tabulation to all responsive Bidders and OSE.